

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF LOWELL AND CONOR BALDWIN**

This Agreement made and entered into this Seventeenth day of June, 2021, by and between the CITY OF LOWELL, a municipal corporation duly established by law and located in Middlesex County and Commonwealth of Massachusetts, acting by and through its City Manager, hereinafter called "CITY", and CONOR BALDWIN, an individual residing at

Massachusetts General Laws c. 41, Section 108N ½ permits an Employment Agreement between a City, acting through its City Manager, and an individual duly appointed as Chief Collector.

Pursuant to Article XII Department of Finance; Budget Department of The Code of Ordinances of the City of Lowell, Section 20-62, a new Department entitled Department of Finance was adopted on May 31, 2016 and pursuant to said Ordinance the City Manager has the authority to modify staff titles and the Table of Organization in said Department.

The City of Lowell desires to enter into an Employment Agreement with Conor Baldwin, the City's Chief Financial Officer and adjust his title to CFO/Chief Collector ("CFO/Chief Collector") in accordance with M.G.L. c. 41, Section 108N ½.

It is therefore agreed to by the parties: Conor Baldwin and the City of Lowell (CITY), that the following represents the terms and conditions of employment.

Section 1: Duties

- A. The CITY agrees to employ the CFO/Chief Collector to perform all functions and duties as specified in M.G.L. c. 43, Sections 93-108, all Ordinances, the City Charter, and other proper duties and functions as may be assigned. He shall also perform all the duties of the CFO for the CITY.
- B. In addition to the duties set forth in paragraph 1(A) above, the CFO/Chief Collector shall work with the Lowell School Department as necessary and as directed by the City Manager, in an advisory role regarding the Finance and Operations of the Lowell School Department.

Section 2: Term

- A. The term of this Agreement shall commence upon execution and terminate June 30, 2024.
- B. The CFO/Chief Collector agrees to remain in the exclusive employ of the CITY until June 30, 2024. The term "exclusive employ" shall not be construed to include occasional teaching or consulting, performed on the CFO/Chief Collector's time off and not affecting his job performance.

Section 3: Termination

The CFO/Chief Collector shall serve at the pleasure of the City Manager and as with other department heads is an at-will employee.

Section 4: Compensation

The CFO/Chief Collector shall be paid compensation in the following manner:

- A. For the period commencing upon execution through June 30, 2022 the CFO/Chief Collector shall be paid a salary of ONE HUNDRED SIXTY FIVE THOUSAND FIVE HUNDRED EIGHTY ONE and 38/100 (\$165,581.38) per year, payable in installments at the same time as other employees of the CITY are paid.
- B. The CFO/Chief Collector shall further be entitled to medical, hospital, life insurance, and other benefits available to department heads employed by the CITY, and contribute the applicable employee contribution while employed by the CITY.
- C. All other provisions of the City's Personnel rules and regulations relating to fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to the CFO/Chief Collector.

Section 5: Compensation Adjustment

The CFO/Chief Collector shall be entitled to COLA increases in the same manner consistent with other CITY department heads. The CFO/Chief Collector shall also be subject to City Ordinance Chapter 56 Personnel, Article I through Article II.

CURRENT SALARY shall mean: salary as adjusted through each contract period, including the COLA increase, and any other increase if applicable.

Section 6: Hours of Work

The CFO/Chief Collector shall be a salaried Officer of the CITY. It is understood that the CFO/Chief Collector shall also generally participate in all meetings of the City Council where his attendance would be beneficial to the City's business and operations.

Section 7: Leave

- A. Vacation: The CFO/Chief Collector shall be entitled to annual vacation leave of four (4) weeks per year. A week shall be defined as five (5) working days. Vacation leave shall be scheduled by the CFO/Chief Collector so as not to conflict with the needs of the CITY.

A current year's vacation time entitlement which is not used before December 31st may be carried over to the next year. However, in no event shall the CFO/Chief Collector be allowed to accumulate more than two (2) years total vacation entitlement, between the current year and all prior years. In extenuating circumstances, approved in writing by the City Manager, if the CFO/Chief Collector has achieved maximum vacation carryover, and has been unable to take the vacation time, it shall be converted to sick time and may be accumulated as such.

- B. Sick Leave: The CFO/Chief Collector shall receive twelve (12) days sick time which shall accrue yearly, but in no event shall it exceed three hundred (300) days. The City Manager reserves the right to request medical documentation satisfactory to the City Manager.

- C. Holiday Leave: The CFO/Chief Collector shall be entitled to holiday leave on all legal holidays on which CITY department head employees are not required to work.
- D. Other Leave: The CFO/Chief Collector shall be entitled to bereavement leave, jury leave, and other leaves on the same terms and conditions as other department heads.
- E. Conference Leave: Should the CFO/Chief Collector attend professional conferences, time spent at such conferences shall not be deducted from his vacation leave.
- F. Personal Leave: The CFO/Chief Collector shall be entitled to three (3) personal leave days per year. These personal days may not be accrued.

Section 8: General Expenses

The CFO/Chief Collector shall be reimbursed for reasonable expenses incurred in the performance of his duties, or as an official representative of the City.

Section 9: Bonding

In the event that the CFO/Chief Collector is required to furnish a fidelity bond with a surety, the City shall bear the full cost of any fidelity or other bonds required of the CFO/Chief Collector under law.

Section 10: Retirement

The City Manager agrees that the CFO/Chief Collector shall be eligible for retirement benefits in the same formula as those employees pursuant to the provisions of M.G.L. c. 32, Section 3.

Section 11: Indemnification

- A. The CITY shall defend, save harmless, and indemnify the CFO/Chief Collector against any tort, professional liability claim or demand or other legal action whether groundless or otherwise, arising out of an alleged act or omission occurring in the CFO/Chief Collector's performance of his duties as CFO/Chief Collector, except as otherwise prohibited by law.
- B. This section shall survive any termination of this contract.

Section 12: General Provisions

- A. This Agreement shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the CFO/Chief Collector.
- C. This Agreement shall become effective upon execution.
- D. If any provisions, or any portions thereof, contained in this Agreement are held unconstitutional, or otherwise unenforceable, the remainder of the Agreement shall be deemed severable, and shall not be affected and shall remain in full force and effect.
- E. For purposes of the Fair Labor Standards Act, the CFO/Chief Collector shall be deemed an exempt employee.
- F. This Agreement may only be amended by a written document approved by all necessary parties thereto.

Section 13: Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of United States Postal Services, postage prepaid, addressed as follows:

CITY: City Manager
375 Merrimack Street
Lowell, MA 01852

CFO/CHIEF COLLECTOR: Conor Baldwin
CFO/Chief Collector

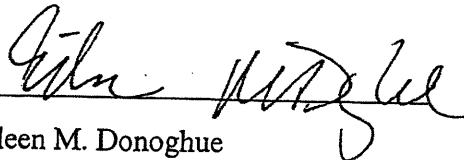
CITY SOLICITOR: Christine P. O'Connor
City Solicitor
375 Merrimack Street, 3rd Floor
Lowell, MA 01852

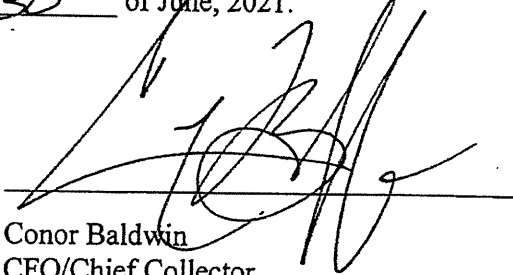
unless either party hereinafter informs the other party in writing of a change of address.

Alternately, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal services or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.


IN WITNESS WHEREOF, the City Manager of the City of Lowell and the CFO/Chief Collector have signed and executed this Agreement this 30 of June, 2021.

APPROVED:


Eileen M. Donoghue
City Manager


Conor Baldwin
CFO/Chief Collector

APPROVED AS TO FORM:


Christine P. O'Connor
City Solicitor

Employment contract/Conor Baldwin